



KwizCom Corporation (US Entity) – Terms and Conditions

Introduction

These Terms and Conditions (“Terms”) govern your use of KwizCom Corporation (US entity) software products, services, and related subscriptions (“Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, you may not use our Services.

Scope of Agreement

These Terms apply to all end-users, partners, and subscribing organizations. Additional agreements, including our Software Product Subscription Agreement, may supplement or override portions of these Terms where explicitly stated.

License and Usage Rights

We grant you a non-exclusive, non-transferable, limited license to use our products for your internal business purposes during the agreed subscription term. All intellectual property rights remain with KwizCom Corporation or our licensors. You may not reverse engineer, decompile, resell, or exploit the Services beyond the scope of this license.

Subscription and Payment

Subscription fees are billed annually in advance, unless otherwise specified, and are due within thirty (30) days of the invoice date, unless otherwise agreed in writing. All fees are exclusive of any applicable US federal, state, or local taxes, which will be added as required by law.

Subscriptions automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days before the current term ends.

We reserve the right to increase subscription fees by up to five percent (5%) annually upon renewal. Failure to pay may result in suspension or termination of



Services. All fees are non-refundable except where required by US law or explicitly provided in writing.

Access and Availability

We shall use reasonable efforts to maintain at least 99.5% uptime for Hosted Services each calendar month. Downtime resulting from any of the following is not included in calculating availability:

- Force majeure events
- Internet or public telecommunications network failures
- Underlying platform failures
- Customer system/network failures
- Customer violation of these Terms
- Scheduled maintenance

Upgrades and updates will be performed outside of business hours when possible. We will notify you in writing (typically by email) of security updates and provide at least 48 hours' prior notice for non-security updates.

Customer Responsibilities

You must maintain the confidentiality of credentials or access information and only use the products for lawful purposes in accordance with all applicable laws and regulations. You must not damage, impair, or make the Services unavailable to others, nor distribute any malicious software via the Services. KwizCom Corporation does not actively monitor your use of the products.

Data and Privacy

We may collect and use technical and usage data as described in our Privacy Policy. You retain ownership of your data but grant us a limited license to use it for providing and improving the Services.

Support and Service Levels

Support is provided based on your selected support plan. We aim to respond to and



resolve issues in accordance with our published [Service Level Agreement](#), unless otherwise contractually specified.

Intellectual Property

All rights, titles, and interests in and to the products (including enhancements) remain the exclusive property of KwizCom Corporation. Feedback you provide may be used by KwizCom without restriction or compensation.

Warranties and Disclaimers

Services are provided “as-is” and “as-available.” We disclaim all warranties, express or implied, including merchantability, non-infringement, and fitness for a particular purpose. We do not warrant error-free or completely secure operation.

Limitation of Liability

To the fullest extent permitted by US law, KwizCom is not liable for any indirect, incidental, consequential, or punitive damages resulting from use of the products. Our total liability is limited to the amount paid by you in the twelve (12) months preceding the claim.

Termination

Either party may terminate these Terms with written notice if the other party materially breaches and does not cure the breach within thirty (30) days.

Effects of Termination:

- You must stop using the products and delete all copies in your possession.
- Any outstanding fees for Services provided up to termination remain due within 30 days.
- Within 30 days post-termination, we will provide a secure online export (in CSV format) of any data stored outside your Microsoft 365 tenant.
- Within 90 days post-termination, all such data will be deleted.

To not renew your subscription, written notice of termination must be provided to sales@snapon-software.com at least 30 days prior to the license expiry date.



Confidential

Notices of termination, cancellation, or non-renewal must be submitted by email to sales@snapon-software.com.

Changes to Terms

We may update these Terms at any time. Continued use of the Services after such changes constitutes acceptance of the new Terms.

Governing Law

These Terms are governed by and construed according to the laws of the United States of America and the State in which KwizCom Corporation is incorporated, without regard to conflict of law rules.

Contact Information

For questions or concerns about these Terms, please contact us at info@snapon-software.com.